

STANDARD STATE OF MARYLAND LEASE FORM (FORM DGS-680-3)
(Revised 7/01)

THIS AGREEMENT, made this day of Two Thousand , between hereinafter called the Lessor, and State of Maryland, hereinafter called the Lessee, to the use of the

Name of Lessor
Address of Lessor
City, State, Zip Code
Person to contact In Lessor's Office
Phone Number to Contact for Problems

1.1. Lessor demises and leases unto Lessee the premises (the "Demised Premises") known and described as _____.

1.2. The Demised Premises contain net usable square feet of space, more or less, to be used for the following purpose:

1.3 The term of the Lease is years and months and commences

1.4.1. The Rent and expense payments for services due by Lessee to Lessor are,

The Lessor's Federal Tax Identification Number is

1.4.2. Lessee will not automatically pay the Rent; Lessor must send a bill for each monthly payment to each State Unit (hereinafter referred to as "Unit") listed in paragraph 2 below for the amounts set forth in paragraph 2.

1.4.3. Rental payments shall be payable at the office of the Lessor, during normal business hours and shall be due on the first day of the month.

1.4.4. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Lease succeeding the first fiscal period, this Lease shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Lessor's rights under any termination clause in this Lease. The effect of termination of the Lease hereunder will be to discharge both the Lessor and the State from future performance of the Lease, but not from their rights and obligations existing at the time of termination. The Lessor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Lease. The State shall notify the Lessor as soon as it has knowledge that funds may not be available for the continuation of this Lease for each succeeding fiscal period beyond the first.

1.4.5. All invoices for Rent or other expenses submitted pursuant to this Lease shall be submitted directly to the appropriate Unit(s) listed in paragraph 2 below unless otherwise specifically provided for herein.

1.4.6. All invoices shall be made out to the Unit and must contain the following information: state "Invoice" on the bill; reference the Board of Public Works number and date indicated at the end of this Lease; type of billing (i.e. "Rent"); the Federal Employers ID Number and additional information as may be specifically required elsewhere in this Lease.

1.4.7. Payments to the Lessor pursuant to paragraph 1.4.1 and paragraph 8 of this Lease shall be made no later than 30 days after the State's receipt of a proper invoice from the Lessor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

1.4.8. Except for Rent and expense payments due under paragraph 1.4.1 and paragraph 8, the Lessor hereby agrees that, notwithstanding the provisions of State Finance and Procurement Article of the Annotated Code of Maryland, Title 15, Subtitle 1, interest on any payments due under the terms of this Lease shall not be payable unless such payments remain unpaid for more than 45 days after receipt of a proper invoice and such payments shall accrue interest from the 31st day after receipt of a proper invoice.

2. The State of Maryland, as Lessee, will assign the use of the Demised Premises to the following of its Units.

<u>Department/Unit</u>	<u>Square Feet</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>	<u>% of Expenses</u>
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3.1. Lessee may assign or sublet the Demised Premises but assigning or subletting shall only be allowed upon written consent of the Lessor, whose consent shall not be unreasonably withheld.

3.2 Use of the Demised Premises by a Unit(s) of the State of Maryland other than the Unit(s) designated in paragraph 2 above is not an assignment or a subletting as provided in paragraph 3.1 and may be done at the discretion of the Lessee.

4. Lessee will, at the expiration or sooner termination of the term, deliver up the Demised Premises in the same condition they were in at the beginning of the tenancy, reasonable wear and tear, and such damage as cannot be attributed to the carelessness or neglect of the Lessee, its employees, agents or invitees excepted.

5.1. Lessee shall give to Lessor prompt written notice of any accidents or damage to, or defects in, the roof, the exterior of the building, plumbing, electrical service, electric lights, or HVAC apparatus. These defects shall be remedied by Lessor, including any costs incurred and associated with the movement of Lessee's machinery, equipment, furniture and fixtures, if such moving is required to remedy the defect.

5.2. The Lessee is to make only such repairs to the Demised Premises as are caused by the carelessness or negligence of the Lessee, its agents, employees or invitees and shall keep the Demised Premises in reasonably good condition during the period of the lease.

5.3. All other repairs to the Demised Premises including repairs to the exterior of the Building of which the Demised Premises are a part, no matter how caused are to be made and paid for by the Lessor, including any costs incurred and associated with the movement of Lessee's machinery, equipment, furniture and fixtures, if such moving is required to make the repairs.

5.4. In the event the Lessor fails to replace promptly any broken item or make any necessary repairs to the roofing or any other repairs as herein provided for, the Lessee is herewith empowered and authorized, after due notice has been given the Lessor, to make all necessary repairs, charging the Lessor for the making of such repairs and deducting the cost thereof from any subsequent payment or payments of Rent due under the terms of this Lease or by such other legal process it might elect.

6.1. Lessee shall not make any alterations, additions, or improvements without Lessor's written consent which consent shall not be unreasonably withheld and all alterations, additions or improvements made by either of the parties hereto upon the Demised Premises shall be the property of the Lessor and shall remain upon and be surrendered with the Demised Premises at the termination of this Lease, provided, however, that the Lessee shall have the privilege of installing any signs, furniture, fixtures, or machinery necessary in the conduct of its business and these same shall remain the property of the said Lessee, and may be removed by the Lessee during its tenancy.

6.2. Lessee may install such signs as it wishes within the Demised Premises without permission to do so from the Lessor. Lessee may also install such signs outside of the Demised Premises at locations and of such size as the Lessor may approve, in accordance with local regulations regarding exterior signage.

6.3. Lessee may install lines or special wiring for telephones and other electronic or communications equipment necessary in the conduct of its business and these same shall remain the property of the said Lessee, and may be realigned, maintained or removed at the sole option of the said Lessee during its tenancy or upon expiration or termination of this Lease, except that any major equipment or other property installed by Lessee which is visible from the interior of the Demised Premises may be required to be removed by Lessor and any damage resulting from such removal or the initial installation thereof must be restored to prior condition of the space before end of the tenancy or any earlier termination of this Lease, at Lessee's expense, normal wear and tear accepted.

7.1. Lessor's Obligation to Repair and Reconstruct - If the Demised Premises are damaged by fire or other casualty (the "Casualty") during the Term, Lessor, at its expense, shall restore the Demised Premises with reasonable promptness but in no event later than 90 days after the date of the Casualty to substantially the condition of the Demised Premises immediately before such Casualty, and may temporarily enter and possess any or all of the Demised Premises for such purpose. The times for commencement and completion of any such restoration shall be extended for a period not to exceed 60 days if any delays are caused by an event or circumstance beyond Lessor's reasonable control. If such restoration is not accomplished within the 90 day period and any extension period, Lessee may terminate

this Lease by giving Notice to Lessor within 30 days after the expiration of such period or extension. If such Notice is given, the rights and obligations of the parties shall cease as of the date of the Casualty and the Rent shall be adjusted as of the Casualty

7.2. Rent Abatement - As long as Lessee is deprived of the use of any or all of the Demised Premises on account of such Casualty, the Rent shall be abated in proportion to the usable area of the Demised Premises that are rendered substantially unfit for occupancy by such Casualty, unless, in Lessee's sole judgment, such Casualty renders the undamaged part of the Demised Premises materially unsuitable for use by Lessee for the uses contemplated by this Lease, in which event the Rent shall be abated entirely during such period of deprivation.

7.3. Demolition of the Building - Anything in this Section to the contrary notwithstanding, if it is determined by either party that the Building is so damaged by Casualty that either the Demised Premises or (whether or not the Demised Premises are damaged) the Building is rendered substantially unfit for occupancy and the Lessor will be unable to restore the Demised Premises within 90 days after such Casualty, then either party may elect to terminate this Lease as of the date of the Casualty by giving Notice thereof to the other party within 30 days after such Casualty. If such Notice is given, the rights and obligations of the parties shall cease as of the date of the Casualty and the Rent shall be adjusted as of the Casualty.

8.1. Lessor guarantees that the Demised Premises shall continually have heat, electricity, air conditioning, telephone access and plumbing available for use by Lessee. It is hereby understood and agreed that the heating and air conditioning systems will be kept under a uniform and systematic program of service and repair as prescribed according to manufacturer specifications, and as set forth in Addendum "E" HVAC/Mechanical Equipment Minimum Requirements, attached hereto, solely at the Lessor's expense. If the existing heating and air conditioning systems are inadequate to provide a consistent degree of comfort, Lessor shall, at its own expense, replace or modify the system to assure consistent comfortable temperatures, as further defined in the RFP LA - - and made a part of this Lease.

8.2. Utilities, services, materials and supplies shall be provided and paid as follows:

	Provided By	Paid By
8.2.1. Electricity	Less	Less
8.2.2. Heating Fuel	Less	Less
8.2.3. Cleaning Services & Supplies	Less	Less
8.2.4. Air Conditioning Fuel	Less	Less
8.2.5. Sewer and Water	Less	Less

8.3. All utilities and services (excluding telephone and communications) not specified in Section 8.2 of this Lease, but required by other terms of this Lease to be provided and paid for and secured by the Lessor.

8.4. Lessor shall not be liable for any failure to supply utilities or services not due to negligence on the Lessor's part.

8.5. Lessor and Lessee shall work together to reduce the consumption of electricity and other utilities within the Demised Premises. This joint effort will allow Lessor to establish a shoulder period in accordance operational parameters of the energy management system at the beginning and end of Normal Operating Hours. During this shoulder period, the fans to HVAC systems will remain on, but temperatures will be set at a level where energy savings can occur. Such settings shall be established by Lessor and approved by Lessee. Included in the joint efforts will be other energy-saving activities, including encouraging users to turn off computers (not servers) during unoccupied periods, avoiding any incandescent task lighting or individual unit heaters, and acquiring energy-efficient equipment (computers, copiers, faxes, printers, etc.) when possible.

9.1. Lessee has an option to renew this Lease time(s) and that renewal shall be for a period of year(s) month(s), under the same terms and conditions except that the square foot rate shall be negotiated.

9.2. This Lease and the tenancy hereby created shall cease and terminate at the end of the above term, or any renewal term, without the necessity of any further notice from either the Lessor or the Lessee to terminate the same and that continued occupancy of the Demised Premises by the Lessee after the expiration of said term shall not operate to renew the said Lease for said term or any part thereof or render the Lessee liable for double Rent. Notwithstanding the foregoing, the Lessee reserves the absolute right to hold over for a period not to exceed six (6) months. In the event of such holding over by the Lessee, the Lessee shall be and remain liable to the Lessor for Rent for the Demised Premises for the

time the same are actually occupied by the Lessee, said Rent to be at the monthly rate required of Lessee during the immediate preceding term prior to the beginning of the holdover period; but nothing herein shall confer upon the Lessee any right to remain on the Demised Premises beyond six (6) months after termination, except with the consent of the Lessor.

10. The waiver at any time by the Lessor or the Lessee of any particular covenant or condition of the Lease shall extend to the particular case only, for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatever.

11. Lessor agrees that the terms of this Lease are covered by the provisions of State Finance and Procurement Article, Section 12-205 of the Annotated Code of Maryland and therefore asserts that the annual Rent does not exceed fifteen per cent (15%) of the fair market value of the Demised Premises at the date of the Lease.

12.1. The Lessor guarantees that the Demised Premises comply in all respects with (a) the Maryland Building Performance Standards of the Annotated Code of Maryland, Article 83B, Section 6, Subtitle 4; (b) The Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.); and (c) the Occupational Safety and Health Standards of the State of Maryland and the United States, including but not limited to the presence of friable asbestos or other hazardous materials or chemicals.

12.2. Should either the Lessor or Lessee be cited for any non-compliance or violation of any Act, Code or standards set forth in paragraph 12.1 the Lessor shall at its own expense by the date specified by such citation, correct all violations which are not specifically concerned with the placement or physical characteristics of the Lessee's furniture or equipment or which are not directly attributable to the negligence of the Lessee, its employees, or invitees.

12.3. Any violations cited which are specifically concerned with the placement or physical characteristics of the Lessee's furniture or equipment or which are directly attributable to the negligence of the Lessee, its employees, or invitees, shall be corrected by the Lessee by the date specified in the citation. The Lessor shall not withhold permission for the moving of any heavy furniture or equipment owned by Lessee for which, under the provisions of this Lease, the Lessor has reserved the right to direct placement if the original placement is cited as a violation of the above act, but the Lessor may, for such furniture or equipment, direct the new location.

12.4.1. If required by law, the State shall comply with all environmental laws. Lessor shall comply with the Comprehensive Environmental Response, Compensation and Liability Act 1980, 42 U.S.C. 9601 et seq., as amended, any so-called "Superfund" or "Superlien" law, the Toxic Substance Control Act, 15 U.S.C. 2601 et seq., or any other, Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree relating to imposing standards of conduct regarding, or imposing liability for hazardous substances, materials, or waste. Lessor shall indemnify, defend, and hold Lessee harmless from and against any and all liabilities, losses, damages, injuries, costs, expense, claims of every kind whatsoever arising from Lessor's breach of any such law aforesaid. The provisions shall survive the early termination or expiration of this Lease and shall continue to be the obligation, liability, and indemnification of Lessor forever.

12.4.2. Environmental Hazards. Lessor hereby warrants that, it has not placed, held, stored, or disposed of any Hazardous Material, as herein defined, under, at or in the Demised Premises or the Building, it has no reason to believe that Hazardous Material of any kind, or storage tanks, have been deposited, stored, treated, disposed of, managed, generated, manufactured, produced, released, emitted or discharged on, in, or under the Demised Premises or the Building; no governmental or private suit, action or proceeding to enforce or impose liability under or pursuant to any environmental laws has been instituted to enforce or impose liability under or pursuant to any environmental laws has been instituted or threatened concerning the Demised Premises or the Building, and no lien has been created under any applicable environmental law. "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in, or for the purpose of, the Comprehensive Environmental Response, Compensation and Liability Act 1980, 42 U.S.C. 9601 et seq., as amended, any so-called "Superfund" or "Superlien" law, the Toxic Substance Control Act, 15 U.S.C. 2601 et seq., or any other, Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree relating to imposing standards of conduct regarding, or imposing liability for hazardous substances, materials, or waste.

12.4.2.1. Notwithstanding the provisions of Section 12.4.2 above, Lessor, at Lessor's expense, shall cure (a) all violations of Federal, State and local laws, and regulations set forth in this Section 12 existing with respect to the Demised Premises as of the date of delivery of the Demised Premises to Lessee in the delivery condition and any subsequent conditions resulting from maintenance and or repairs made by the Lessor, its agents, employees or contractors, and b) provided the same were not caused by Lessee, all violations of Federal, State and local laws and requirements set forth in this Section applicable on such delivery date to the Demised Premises and arising out of a preexisting condition that before such delivery date.

13.1. For inquiries concerning the performance of the Lessee's obligations under this Lease, Lessor shall contact Lessee's Facility Manager at the Demised Premises.

13.2. For inquiries concerning interpretation or modification of the Lease and inspection of the Demised Premises, Lessor shall contact Lessee's Chief, at the Lease Management and Procurement Division of the Department of General Services.

14. During the term of this Lease, Lessor hereby agrees to give Lessee a Right of First Offer to lease any other vacant space in the building before Lessor leases any vacant space in the building to any other person. Lessee shall have fifteen days to respond to offers made pursuant to this right with an affirmative or negative response that is subject to formal Board of Public Works ratification within 30 days after said response.

15. Time is of the essence and occupancy on the date specified in this Agreement is of the essence of this Agreement to the Lessee. If, due to its own fault or negligence, Lessor does not have the Demised Premises available for use by Lessee on the date specified in this Agreement, Lessor agrees to pay liquidated damages to Lessee in an amount equal to the Rent for the Demised Premises during the period that the Demised Premises are unavailable to the Lessee, and in addition the Rent due from Lessee shall be abated until occupancy.

16.1 Promptly after the BPW approves this Lease, Lessor shall at its expense prepare and submit to Lessee for review and approval a proposed floor plan, ceiling plan, electrical, telephone and data receptacle plan for the Demised Premises (collectively, Proposed Space Plans) including therein suggested finishes for the interior improvement shown thereon. The parties hereto shall promptly and in good faith endeavor to agree on any replacement, modifications or additions to the Proposed Space Plans, in an effort to agree on final plans and specifications for the improvements which Lessor is to make to the Demised Premises (which plans and specifications, on their written approval by Lessor and Lessee, DGS Office of Real Estate hereto, shall constitute the Approval Space Plans and Lessor's Construction Budget marked **Exhibit " "** for all purposes of this Lease, and the improvements thereon shall constitute the Lessor's work for all purposes hereof)

16.1.1. The Lessor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Lease.

16.2. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Lessor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Lessor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Lessor or the subcontractors or suppliers.

17. Lessor shall repaint the Demised Premises upon a request of the Lessee to do so and shall also be responsible for any costs incurred and associated with the movement of Lessee's machinery, equipment, furniture and fixtures required to accomplish the repainting. Lessee may not make such a request any more frequently than once every five years from Commencement Date.

18. No employee of the State of Maryland, or any Unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Lease, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland, or any Unit thereof.

19. The provisions of this Lease shall be governed by the laws of the State of Maryland and the parties hereby expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder after all the above administrative remedies have been exhausted.

20. The Lessor agrees: (a) not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places, available to employees and applicants for employment, notices setting forth the substance of this clause.

21. The Lessor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Lessor, to solicit or secure this Lease, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Lease.

22.1. If the Lessor fails to fulfill its obligations under this Lease properly and on time, or otherwise violates any provision of this Lease, the Lessee may terminate this Lease by written notice to the Lessor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Lessor shall, at the Lessee's option, become the Lessee's property. The Lessee shall pay the Lessor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Lessor's breach. If the damages are more than the compensation payable to Lessor, the Lessor shall remain liable after termination and the Lessee can affirmatively collect such damages.

22.2. This Lease may be terminated by the Lessee in accordance with this clause, in whole, or from time to time in part, whenever the Lessee shall determine that such termination is in the best interest of the Lessee. The Lessee will pay all reasonable costs associated with this Lease that the Lessor has incurred up to the date of termination and all reasonable costs associated with termination of the Lease. However, the Lessor shall not be reimbursed for any anticipatory Rentals, expense, or profits which have not been earned up to the date of termination.

23. The Procurement Officer unilaterally may order the Lessor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the Lessee.

24.1 Executive Order 01.01.2001.06 requires that State Agencies shall, through water conservation measures, reduce water consumption by at least seven percent (7%) by the year 2003, at least eight percent (8%) by the year 2005, at least nine percent (9%) by the year 2007, and at least ten percent (10%) by the year 2010, relative to baseline water use for the calendar year 2000. The Lessor shall cooperate with the Lessee in conducting an annual audit of water use, water fixtures and other water devices in the Demised Premises to determine their efficiency, and shall provide to the Lessee's Facility Coordinator no later than September 30th of each year in which this lease is in force, a certified statement and/or actual municipal billings of water consumption for the twelve month period ending June 30.

24.2 In further cooperation with the Executive Order, the Lessor acknowledges, that to the benefit of both the Lessor and Lessee, the Lessor shall endeavor to maintain current BOCA/IBC Code efficiency standards for all fixtures in the Demised Premises; to detect and repair leaks in distribution lines and plumbing fixtures; to retrofit or replace fixtures as required; to manage system pressure so as to reduce usage; and when feasible, install efficient landscape design and irrigation techniques and wastewater reclamation and recycling of water for non-potable applications.

25 In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Lease are applicable to this Lease.

26.1. The Lessor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its Units during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases, or agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

26.2. The Lessor shall comply with Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into, during any 12 month period, one or more contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a sale, purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding 24 months; and (2) if the contribution is made after sale, purchase or the execution of a lease or contract, then twice a year, throughout the lease or contract term, (a) within 5 days after the end of the 6-month period ending January 31; and (b) within 5 days after the end of the 6-month period ending July 31.

26.3. This Lease shall be subject to the provisions of Section 9-1706 of the Environment Article, Annotated Code of Maryland (Recycling Plan for State Government). Lessor shall participate in applicable State Recycling plans and shall make arrangement for the collection and disposal of recyclable materials.

27. The Lessor shall retain and maintain all records and documents relating to this Lease for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives

of the State, including the Procurement Officer or designee, at all reasonable times.

28. The Lessor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or Unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Lease.
- C. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Lease; and
- D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Lease.

29. The Lessor agrees to fully complete, execute and comply with the "Lease Affidavit", "Addendum A", which is attached hereto and fully incorporated as a part of this Lease by reference thereto.

30.1. This Lease contains by reference and is incorporated herein as if it were fully set out, the contents of the Department of General Services Lease Specifications and Requirements and Request for Proposal No. LA- - .

30.2. This Lease contains, in writing, the full and complete understanding of the parties and the parties stipulate that there are no oral terms of this Lease.

30.3. This Lease may be amended, but only in writing, signed and executed with all formalities and signatures with which this Lease is signed and executed.

30.4. The Lessor covenants that it has full right, power and authority to enter into this Lease and Lessor agrees to permit the Lessee quiet enjoyment of possession of the premises during the Term and any extension herein of this Lease, or for so long as Lessee shall not be in default hereunder, without hindrance, ejection or molestation by any person lawfully claiming by, through or under the Lessor.

30.5. If any proceedings are commenced for the foreclosure of any mortgage or deed of trust encumbering the Land and or Building of which the Demised Premises are a part, or if Lessor sells, assigns or conveys the property, Lessee may consider but shall not be obligated to attorn to the purchaser. The Lessee retains the right and shall be entitled to negotiate any benefits associated with the attornment of its rights and interests.

30.6. Upon the request of the Lessor, the Lessee may consider but shall not be obligated to subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, in force against the Land and or buildings at the time of the request of which the Demised Premises are a part. The Lessee retains the right and shall be entitled to negotiate any benefits associated with the subordination of its rights and interests.

30.7. Lessee agrees at any time and from time to time in a format approved by the State, upon not less than fifteen (15) days prior notice by Lessor to execute, acknowledge and deliver to Lessor a statement in writing (sample attached and marked Addendum "G") representing, among other matters, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the Rent and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of the signer of such a certificate, Lessor is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specify each such default of which the signer may have knowledge, it being intended that any such statement delivered hereunder may be relied upon by any third party not a party to this Lease. The foregoing notwithstanding, Lessee shall not be estopped from asserting its rights and remedies regarding any default existing on or before the date hereof which Lessee did not have actual knowledge on the date of execution hereof.

30.8. The Lessor agrees to maintain a current fire evacuation plan approved by the Fire Department for the Building, and to work with the Lessee in appointing floor fire captains to implement the evacuation plan.

30.9. The Lessor shall designate a facilitator and agrees to conduct monthly maintenance inspections with the Lessee's designee. The inspections shall identify concerns and

problems by the Lessee. The Lessor shall respond in writing within ten (10) days detailing action plans and completion times. Both the Lessor and Lessee shall provide points of contact with telephone, facsimile numbers, and E-mail addresses.

31. This Lease contains additional provisions set forth on the following addendum attached hereto, and made a part of this Lease:

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|------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| (a) Addendum "A" | Lease Affidavit which must be fully completed by Lessor. |
| (b) Addendum "B" | Lease Clauses. |
| Addendum "B1" | Landlord/Agency Emergency Contact Information Sheet |
| (c) Addendum "C" | Scope of Energy Management, Lighting, and Green Building to be included in the construction specifications. (Will be attached later) |
| (d) Addendum "D" | Defines the application and impact of Grants and Low Interest Loans to the Lessor. |
| (e) Addendum "E" | Defines the minimum standards for HVAC/Mechanical Equipment Maintenance. |
| (f) Addendum "F" | Areas of Validation. |
| (g) Addendum "G" | Estoppel Sample. |
| (h) Exhibit 1 | Description of Property. |
| (j) Exhibit 2 | Floor Plan. |
| (j) Exhibit 2-1 | Floor Plan. |
| (k) Exhibit 3 | Site Plan of Property and Parking Plan. |
| (l) Exhibit 4 | Approved Space Plan and Lessor's Construction Budget (to be inserted). |
| (m) Exhibit 5 | A copy of the RFP General Performance Standards & Specifications. |

32. Any notice, demand, consent, approval, request or other communication or document to be given hereunder to a party hereto ("Notice") shall be in writing, and be deemed to have been given (a) on the 3rd business day after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or (b) on the next business day after being deposited (with instructions to deliver it on such business day) with a reputable overnight courier service, or another means of immediate electronic communication, on the day sent if such day is a business day of the addressee and the addressee receives the transmission by 5:00 p.m. local time on such day, and otherwise on the addressee's first business day after the day on which the transmission is sent, in each case to such party's address set forth below or such other address in the United States of America as it designates from time to time by Notice to each other party hereto, or (d) (if such party's receipt is acknowledged in writing) on its actual delivery to such party by other means.

Notices to the Lessor shall be sent as follows

Notices to the Lessee shall be sent as follows: With copy to Chief, Lease Management and Procurement, Office of Real Estate Department of General Services, 300 West Preston Street, Room 601, Baltimore, Maryland 21201.

33. As used herein, the following terms have the following meanings:

BPW means the Maryland State Board of Public Works.

Lease Year means (a) the period beginning at 12:01 a.m. on the Commencement Date and ending at the end of the day immediately before the first anniversary of the first day of the first full calendar month in the Term, and (b) each successive period of 12 calendar months thereafter during the Term.

Person means any natural person, trustee, corporation, partnership, limited liability company or other legal entity.

Normal Working Hours shall mean 7am to 7pm Monday through Friday and 7am to 2pm on Saturday except those days designated an holidays by the State.

Approved Space Plans mean plans which have been jointly approved by the Agency and DGS Office of Real Estate, prior to construction.

Approved Construction Budget means that budget which has been jointly approved by the Agency and DGS Office of Real Estate, prior to construction which delineates the cost of required and excess tenant improvements to the Demised Premises.

Termination Costs mean all construction costs required to build out the Demised Premises from (its current) shell condition to the condition specified in the Approved Space Plan and RFP Specifications in accordance with costs delineated in Lessor's Construction Budget, less any construction costs paid for in cash by the Lessee, less costs amortized as of the date of termination, plus legal fees, architectural/engineering costs, interests costs incurred during construction associated with the Lease attributable to the construction of the Demised Premises.

34. As used herein, all references made (a) in the neuter, masculine or feminine gender shall be deemed made in all such genders, (b) in the singular or plural number shall be deemed made in the plural or singular number as well, (c) to Lessor or Lessee shall be deemed to refer to each Person so named above and its successors and assigns, and (d) to a Section, subsection, paragraph or subparagraph shall, unless expressly stated to the contrary therein, be deemed made to such part of this Lease. The headings of such parts are provided herein only for convenience of reference, and shall not be considered in construing their contents. Any writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof. This Lease may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document.

35. Unless another remedy or cure period is specifically provided elsewhere herein, the remedies in this provision shall apply. In the event that Lessor defaults in any obligation hereunder, Lessor shall have 30 days from the date of the written notice to cure the same (provided, however, that such 30-day period shall be extended as reasonably required if the cure requires in excess of 30 days and Lessor is diligently pursuing the same). There shall be no cure period if, in the reasonable discretion of the Lessee, the default threatens the health, safety, or welfare of Lessee's employees, guest, and/or invitees. If Lessor fails to cure the default within the applicable specified period, Lessee may expend such sums as are necessary to cure the default and Lessor shall be liable to Lessee for same.

36. References to any specific right or remedy shall not preclude Lessor or Lessee from exercising any other right or remedy to which it is otherwise entitled, in law or in equity.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns have set their hand and seal on the day and year first above written.

ATTEST:

LESSOR:

_____ BY _____ (SEAL)

ATTEST:

**LESSEE: The State Of Maryland:
Department**

_____ BY: _____ (SEAL)

Execution of the above Lease was authorized and approved by the Board of Public Works at a meeting held on _____ as Item _____-L.

Office of Real Estate
Department of General Services

This lease has been reviewed for form and legal sufficiency and approved by the Office of the Attorney General on _____ by _____ Assistant Attorney General.

Department of General Services
Assistant Attorney General

LEASE CLAUSES (Revised 11/97)
(To Be Used As Required)

Addendum to Lease dated _____, 200_____ between Lessor and the State of Maryland, Lessee.

CONSTRUCTION CLAUSES (If Specifications are not used)

__1. Lessor shall, at its sole expense, make such modifications to the Demised Premises and the building of which the Demised Premises are a part, as are required to make the facility comply with all State, Federal and local building codes and zoning requirements, including but not limited to the Maryland Building Performance Standards of the Annotated Code of Maryland, Article 83B, Section 6, Subtitle 4; The Americans with Disabilities Act of 1990 (ADA) and the Maryland Building Code for the Handicapped (MBCH). In the event there are no local building codes, the Lessor shall comply with the national building codes as set out in the Department of General Services General Lease Specifications and Requirements.

__2. Lessor shall, at its sole expense, make such modifications to the Demised Premises and the building of which the Demised Premises are a part, as are required to make the Demised Premises, the common areas leading to the Demised Premises, and the common facilities which may be used by the Lessee's employees or invitees accessible to the disabled and handicapped. Such modifications shall comply with the Maryland Building Performance Standards of the Annotated Code of Maryland, Article 83B, Section 6, Subtitle 4; The Americans with Disabilities Act of 1990 (ADA) and the Maryland Building Code for the Handicapped (MBCH) as published by the Department of Housing and Community Development.

__3. The Lessor shall, at its sole expense (except as provided below), prepare the Demised Premises in accordance with (Exhibit "A" and Lessor's Construction Budget attached hereto and made a part hereof) (Exhibits to be prepared by the Lessor and approved by the Department of General Services), and shall, in addition, complete the following:

- a. _____
- b. _____

__4. The Lessor shall be entitled to reimbursement for certain fit up items which exceed the State's standard fit up requirements and the Lessee shall be entitled to a credit for these fit up items which are less than the State's Standard fit up requirements. The State's Standard fit up items are:

- a. 1 Linear foot of partitioning per 10 square feet of leased space. (Sound transmission class of 35).
- b. 1 Linear foot of sound conditioned partitioning (Sound transmission class of 50) for each 10 linear feet of required partitioning.
- c. 2 Doors for ingress and egress from each leased area on each floor.
- d. 1 Interior door for each 25 linear feet of partitioning required.
- e. 1 Duplex electric outlet per 100 square feet of leased space.
- f. 1 Telephone outlet per 150 square feet of leased space.
- g. 1 220 volt electric outlet per floor.
- h. 1 dedicated special purpose electric outlet per 1,000 square feet of leased space.

__5. Invoices for excess construction costs due under this clause shall be made out to the using Unit concerned but shall be sent, by the Lessor, to the Office of Real Estate, Department of General Services for review before payment. In addition to the information required in paragraph 1.4.6, such invoices shall include, as backup material, an itemized listing of how the total was determined and copies of bills for materials and labor as appropriate.

CONSTRUCTION CLAUSE (If Specifications are Used).

__1. The Lessor shall at its sole cost (except as provided for in RFP No _____) prepare the space in accordance with Exhibit "A" and Lessor's Construction Budget attached hereto and made a part hereof. Exhibits to be prepared by the Lessor and approved by the Department of General Services. Lessor shall, in addition provide the following:

- a. _____
- b. _____

___2. Invoices for excess construction costs due under this clause shall be made out to the using Unit concerned but shall be sent, by the Lessor, to the Office of Real Estate, Department of General Services for review before payment. In addition to the information required in paragraph 1.4.6, such invoices shall include, as backup material, an itemized listing of how the total was determined and copies of bills for materials and labor as appropriate.

___3. In the event the Demised Premises are not completed within _____ days of the date the Board of Public Works approves this Lease, the date this Lease is fully executed by all parties, or approved final working drawings are delivered to the Lessor, whichever shall last occur, then the Lessee may, at its sole discretion, at any time prior to completion of the Demised Premises, terminate this Agreement by giving written notice to the Lessor. In the event Lessee elects not to terminate this Agreement pursuant to the previous sentence, then the provisions of paragraph 15 shall become operative from the date the Demised Premises should have been delivered to the date the Demised Premises are occupied or to the date the Lessee elects to terminate the Lease prior to occupancy.

OCCUPANCY CLAUSE (When Construction is Required).

___1. The renovations provided for in paragraph _____ shall be completed before Lessee's occupancy shall begin. In the event the Demised Premises are not completed as aforesaid on _____, the rent provided for herein shall abate until the Demised Premises are fully occupied by the Lessee or until 15 days after inspection and acceptance by the Department of General Services, whichever event shall first occur. In order to allow Lessee sufficient time to schedule and conduct an inspection of the Demised Premises, for the purpose of full or partial occupancy, Lessor shall give Lessee 10 days written notice, as provided in paragraph 13.2, that the Demised Premises have been completed and all required use or occupancy permits have been obtained.

___2. Lessee may, prior to completion of the renovations, occupy any portion of the Demised Premises mutually agreed upon by Lessor and Lessee. Rent payable during such partial occupancy shall be paid proportionately to the area occupied by the Lessee and the rent payable shall be adjusted to the actual term of such partial occupancy.

___3. "Occupancy" shall be defined as the date Lessee begins operating from the Demised Premises. Storage of furniture or equipment in the Demised Premises as may be mutually agreed upon by Lessor and Lessee shall not constitute "constructive occupancy" or acceptance of the space by the Lessee.

___4. Regardless of the date specified in paragraph 1.3, the initial term of this Lease shall commence on the date the Demised Premises are fully occupied and shall terminate _____ years from such full occupancy. If the term of this lease would begin and/or end other than on the first day of the month, Lessee shall pay proportionate rent at the same monthly rate set forth in this Lease for such partial month and all other terms and conditions of this Lease shall be in force and effect during such partial month. The specific commencement date of this Lease shall be established by Supplemental Lease hereto.

ESCALATION CLAUSE

___1. Effective at the conclusion of the first year and each succeeding year of this Lease, the Lessee shall pay as an additional expense, and not as additional rent, or shall receive a credit for its proportionate share of:

- a. Any increase or decrease in Real Estate taxes that may be imposed upon the Demised Premises by any authorized government entity, regardless of whether such increase or decrease is occasioned by changes in assessments or tax rates or both.

___2. The base year for Real Estate Tax adjustments shall be the Real Property Tax Year _____. The base year for utilities and cleaning adjustments shall be the first full year of Lessor's expenses during the term of this Lease. Where applicable, the base year for any item which is under a guarantee or warranty shall be the first full year of Lessor's expense for such item, after the guarantee or warranty terminates. The Lessee's proportionate share of such expenses shall be as follows:

- a: Real Estate Taxes _____%
- b: Utilities _____100%
- c: Cleaning Services _____%

___3. Amounts due by the Lessee shall be billed within 90 days after the completion of the billing period. The billing period for real estate taxes shall be the tax year, currently July 1st through the succeeding June 30th, and invoices shall be submitted within 90 days after the completion of the escalation real estate tax year (June 30th). The billing period for all other escalation invoices shall be the end of each annual Lease period (i.e. Lease commencement date of April 1st would result in a billing

after the completion of an annual Lease period (i.e. if the billing period ends on March 31st, the invoice shall be submitted within 90 days after March 31st). Upon Lease termination all escalation invoices, including invoices for real estate taxes, shall be adjusted to the date of Lease termination and shall be submitted within 90 days after the Lease termination date. Invoices submitted more than 90 days after the end of a billing period shall not be honored. Any payments due by the Lessee shall be paid in one lump sum. Credits due the Lessee shall be credited to the Lessee's monthly rent payments immediately following approval of the credit. In the event the credit exceeds the amount of one monthly rent payment, the full amount of the monthly rent shall be credited until the full credit has been redeemed.

___4. Invoices for escalations shall be made out to the using **Unit** but shall be sent to the Office of Real Estate, the Department of General Services for review before payment. In addition to the information required by paragraph 1.4.6, such invoices shall include, as backup material certified true copies of invoices (for the base year and escalation year) for the services for which escalations are requested. For costs where such invoices are not available, (i.e. salaries paid to Lessor's employee's) the Lessor must certify that such payments were made. The Department of General Services shall have the right by methods acceptable to the Lessor and Lessee, to physically audit the Lessor's records to determine the validity of reimbursement or credits due under this paragraph.

PARKING CLAUSE

___ During the initial and any renewal term of this Lease, Lessor shall provide Lessee ___ reserved and ___ use-in-common parking spaces to be located at _____. Such parking shall be provided (free of charge) (at a rent of ___ per month). Should Lessor provide parking spaces to Lessee at a stated monthly rental rate then and in that event the State exercises its right of not paying local taxes and the Lessor (owner) agrees to and at all times shall claim this exemption with respect to parking space leased to Lessee; however, should the taxing authority deny this exemption to the owner the Lessee shall pay said expense.

BUILDING RULES AND REGULATIONS CLAUSE

___ The Lessee, its agents, employees and invitees shall comply with the building rules and regulations attached hereto and made a part hereof. The Lessor may modify these rules and regulations from time to time, but such changes must first be approved by the Procurement Officer for leasing, Office of Real Estate, Department of General Services. To effect a change, the Lessor shall submit the rule or regulation change to the Procurement Officer for approval. Upon approval, the Procurement Officer shall, by letter, notify each of the parties to the Lease and the change shall become effective upon the date of the Procurement Officer's letter. Whenever any rule shall conflict with the provisions of this Lease, the Lease provision shall prevail.

OPTION TO PURCHASE

___1. In consideration of the premises herein, Lessee shall have the Option to Purchase the fee simple interest of the subject Demised Premises (hereinafter referred to as the "Property"), consisting of: _____

___2. Lessee shall be entitled to exercise the Option to Purchase any time during the Original term, any Renewal term or any Holdover period of the Lease.

___3. The purchase price shall be arrived at as follows:

- (a) Lessee shall notify Lessor, in writing, of its desire to initiate the appraisal process.
- (b) Each party shall designate an MAI appraiser of its choice within 30 days of the written notice.
- (c) The two appraisers shall designate an MAI appraiser as a Review Appraiser. This selection shall be made within 15 days of the designation of the first two appraisers.
- (d) The interest to be appraised shall be the leased fee estate and shall include all building and improvements located thereon.
- (e) The first two appraisers shall complete their appraisal within 45 days of the date of notification of selection of the Review Appraiser. In selecting or contracting with an appraiser or the Review Appraiser, each party shall require that its appraiser or the Review Appraiser, as a condition of being selected, comply with the time periods herein set forth.
- (f) Upon completion of the two appraisals, copies shall be provided to each of the parties. In the event the high appraisal does not exceed the low appraisal by more than 20%, the purchase price shall be the average of the two appraisals. In the event the high appraisal exceeds the low appraisal by more than 20%, copies of the appraisals shall be provided to the Review Appraiser. The Review Appraiser shall review the appraisals within 30 days of receipt and render an opinion of value of the

Appraiser's independent valuation of the Property, if the Review Appraiser deems such valuation to be necessary.

- (g) The Review Appraiser's opinion of value shall constitute the purchase price should Lessee exercise its Option to Purchase,

__4. Time being of the essence, Lessee shall have 60 days from the date of determination of the purchase price to elect to exercise its Option to Purchase. Lessee's election to exercise its Option to Purchase is contingent upon approval by the Maryland State Board of Public Works ("Board of Public Works"). In the event Lessee elects not to exercise an Option to Purchase, or in the event Board of Public Works approval is not obtained, the parties hereby agree that the Lease shall remain in full force and effect. Lessee's decision not to exercise an Option to Purchase, or its failure to purchase, shall not in any way prejudice its right to initiate an Option to Purchase at any other time during the Original term, any Renewal term, or any Holdover period of the Lease.

__5. Each party shall be responsible for the cost of its designated appraiser. Each party shall be responsible for one half (1/2) of the cost of the Review Appraiser. All general or special taxes, rents, security deposits, ground rents, public, private or community water and/or sewer charges including any deferred sewer and water tap fees, condominium, association or similar charges and fees and all other public, private or governmental charges or assessments which may exist on an annual basis, whether such have been levied or not, excluding liens which must be paid prior to deed recordation, are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter, to the extent required of it, by Lessee. All payments or any other encumbrance will be current through the date of settlement. Lessee agrees to pay all settlement charges in connection herewith, title fees, conveyancing, notary fees, survey where required, and all recordation charges where applicable, except those reasonable charges for clearing existing encumbrances which Lessor hereby agrees to pay.

__6. Lessor authorizes Lessee or Lessee's agent, at any time during the Original term, any Renewal term or any Holdover period of the Lease, to conduct, at Lessee's expense, any tests, inspections or surveys Lessee deems appropriate.

__7. The property shall be held at Lessor's risk until legal title has passed to Lessee. If, prior to such time, all or a substantial part of the Property is destroyed or damaged, then the Option to Purchase, at Lessee's discretion, shall be null and void and of no further effect. If Lessee elects not to cancel the Option to Purchase, and settles upon the Property, the purchase price shall not be reduced and Lessee shall be entitled to all insurance proceeds. It is further understood and agreed that, upon Lessee's election to exercise its Option to Purchase, Lessor shall immediately have all insurance policies on the Property so endorsed as to protect all parties hereto, as their interests may appear, and shall continue said insurance in force until legal title has passed to Lessee.

__8. Upon payment of the purchase price, Lessor shall execute and deliver to Lessee a good and sufficient fee simple deed to the Property containing covenants of special warranty and further assurances. Title shall be good and merchantable, free and clear of liens and encumbrances, except as provided herein and except publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. In the event Lessor cannot convey good, merchantable and unencumbered title to the Property, this Option to Purchase shall be null and void at Lessee's option.

__9. In the event Lessee elects to exercise its Option to Purchase, it shall seek Board of Public Works approval as soon as practicable. Settlement shall occur within 180 days of Board of Public Works approval.

__10. If Lessee exercises its Option to Purchase, this Lease will cease and terminate and Lessee will be relieved of all responsibility including any unamortized fit-up costs it has under the Lease upon Lessor's conveyance of title to Lessee, subject to Lessee paying rent adjusted to the date of settlement.

DGS OFFICE OF REAL ESTATE
Lease Management and Procurement

File #: _____

_____ COUNTY

AGENCY: _____ LOCATION: _____

Agency Contact: _____ Back Up Agency Contact: _____

E-Mail Address: _____ E-Mail Address: _____

Telephone: _____ Telephone: _____

Cell Telephone: _____ Cell Telephone: _____

Pager Number: _____ Pager Number: _____

Fax Number: _____ Fax Number: _____

LANDLORD CONTACT INFORMATION

Agency: _____

Owner Company Name: _____

Address: _____

Management Company Name: _____

Address: _____

Primary Contact: _____ Secondary Contact: _____

Office Phone: _____ Office Phone: _____

Home Phone: _____ Home Phone: _____

Cell Phone: _____ Cell Phone: _____

Pager: _____
E-Mail: _____
Fax Number: _____

Pager: _____
E-Mail: _____
Fax Number: _____

HVAC/MECHANICAL EQUIPMENT MINIMUM REQUIREMENTS

SCOPE OF WORK:

The Lessor shall furnish all labor, materials, supervision, equipment, and services necessary for and reasonably incidental to operation, maintenance, replacement and service the mechanical systems to provide a safe working environment at the site.

REQUIREMENTS:

Tests and reports required herein shall be sent to the Department of General Services, Office of Real Estate on a schedule to be determined at the time of occupancy.

1. Cooling towers are to be chemically cleaned twice a year to insure clean condensers. The Lessor shall conduct two (2) Legionella tests per year, and submit a Laboratory Report of the findings to DGS Office of Real Estate.
2. All chemicals used shall have an awarded EPA (Environmental Protection Agency) registration number, each shall be registered with the Baltimore City Health Department and the Department of Health and Mental Hygiene, and shall have FDA approval.
3. The Lessor shall provide the Department of General Services, Office of Real Estate a copy of the Material Safety Data Sheet for all the chemicals to be used under this requirement to be placed in the lease file.
4. Fire & Life Safety, Test pull boxes, P.A. system, and smoke detectors semi-annually. Test fire pumps and fire extinguishers yearly. Provide a building fire evacuation plan approved by the Fire Department, updated yearly.

The following shall be checked and repaired daily:

1. Restroom exhaust fans
2. Faucets and flush valves

The following shall be replaced quarterly:

1. All air filters

The following shall be serviced semi-annually:

1. Clean coils and apply biocide/algaecide treatments in condensate pans.
2. Clean induction systems